

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morey's Seafood International LLC		07/21/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Prudential Capital Group, L.P., as collateral agent		
Street Address:	Two Prudential Plaza		
Internal Address:	Suite 5600		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2770941	MOREY'S	
Registration Number:	2770940	MOREY'S FINE FISH AND SEAFOOD	
Serial Number:	78511210	GOOD TASTE. IT RUNS IN OUR FAMILY.	
CORRESPONDENCE DATA			
Fax Number:	(312)258-5700		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-258-5724		
Email:	cbollinger@schiffhardin.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	04926-0666		

CH \$90.00 2770941

900054753

TRADEMARK
REEL: 003361 FRAME: 0125

NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris Bollinger/
Date:	08/02/2006
<p>Total Attachments: 10</p> <p>source=8-2- Security Agreement#page1.tif</p> <p>source=8-2- Security Agreement#page2.tif</p> <p>source=8-2- Security Agreement#page3.tif</p> <p>source=8-2- Security Agreement#page4.tif</p> <p>source=8-2- Security Agreement#page5.tif</p> <p>source=8-2- Security Agreement#page6.tif</p> <p>source=8-2- Security Agreement#page7.tif</p> <p>source=8-2- Security Agreement#page8.tif</p> <p>source=8-2- Security Agreement#page9.tif</p> <p>source=8-2- Security Agreement#page10.tif</p>	

THE SECURITY INTEREST GRANTED PURSUANT TO THIS PATENT AND TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THE TERMS OF THAT CERTAIN SUBORDINATION AGREEMENT DATED AS OF JULY 21, 2006 MADE BY PRUDENTIAL CAPITAL PARTNERS, L.P., PRUDENTIAL CAPITAL PARTNERS MANAGEMENT FUND, L.P. AND PRUDENTIAL CAPITAL GROUP, L.P. IN FAVOR OF WELLS FARGO BANK, NATIONAL ASSOCIATION.

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of July 21, 2006, is made by and between MOREY'S SEAFOOD INTERNATIONAL LLC, a Delaware limited liability company having a business location at the address set forth below next to its signature (the "Debtor"), and PRUDENTIAL CAPITAL GROUP, L.P., acting in its capacity as collateral agent for the holders of the Subordinated Notes issued under the Purchase Agreement (as defined below) (together with its successors and assigns in such capacity, the "Secured Party"), and having a business location at the address set forth below next to its signature.

Recitals

The Debtor and the holders of the Subordinated Notes are parties to an Amended and Restated Securities Purchase Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Purchase Agreement") under which the holders of the Subordinated Notes have heretofore extended credit to or for the account of the Debtor and hereafter may extend credit to or for the account of the Debtor.

As a condition to agreeing to extend credit to or for the account of the Debtor and otherwise effecting the amendments in the Purchase Agreement, the holders of the Subordinated Notes have required the execution and delivery of this Agreement by the Debtor.

The Secured Party has been appointed by the holders of the Subordinated Notes as their Collateral Agent.

ACCORDINGLY, in consideration of the mutual covenants contained in the Transaction Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Purchase Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means any and all indebtedness, liabilities and obligations of the Company of whatever nature and howsoever evidenced to any of the Secured Parties arising under or relating to the Purchase Agreement, any Subordinated Note (including, without limitation, the principal amount of, the interest on, the Yield-

Maintenance Amount with respect to, and the Adjusted Yield Maintenance Amount with respect to, any Subordinated Note), this Agreement, any Collateral Document or the Environmental Indemnity Agreement, in each case, direct or indirect, primary or secondary, fixed or contingent, whenever arising; provided, however, that the term "Secured Obligations" shall not include the obligations of the Company under the Put Option Agreement, the Investors Rights Agreement or the Operating Agreement or any other obligation of the Company solely in respect of any Secured Party's status as a member of the Company.

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Secured Parties" means, collectively, the Collateral Agent, the Purchasers and each holder of a Subordinated Note.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest") with power of sale to the extent permitted by law in, the Patents and the Trademarks to secure payment of the Obligations. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Debtor is a limited liability company, duly organized, validly existing and in good standing under the laws of its state of formation, and this Agreement has been duly and validly authorized by all necessary action on the part of the Debtor.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of such Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items used in the Debtor's business that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Purchase Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefore, all to the extent reasonably advisable in the Debtor's business. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, which Patent or Trademark is reasonably advisable that the Debtor maintain for its business, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate applicable to Overadvance Loans.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured

Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Purchase Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Purchase Agreement or any other Transaction Document.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

(d) The Secured Party may exercise any other rights and remedies available to it by law or agreement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a

writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Purchase Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Illinois without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Morey's Seafood International LLC
701 Decatur Avenue North, Suite 101
Golden Valley, Minnesota 55427
Telecopier: (763) 591-2528
Attention: GARY ZIOLKOWSKI
e-mail: GZIOLKOWSKI@moreys.com

MOREY'S SEAFOOD INTERNATIONAL
LLC

By: [Signature]
Name: Gary Ziolkowski

Its: Chief Financial Officer and Secretary

Prudential Capital Group
Two Prudential Plaza, Suite 5600
Chicago, IL 60601
Attn: Managing Director
Phone: (312) 540-0931
Fax: (312) 540-4222

PRUDENTIAL CAPITAL GROUP, L.P.,
as Collateral Agent

By: _____
Name: _____
Title: Vice President

STATE OF MINNESOTA)

COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 20th day of July, 2006, by GARY ZIOLKOWSKI, the CEO + Secretary of Morey's Seafood International LLC, a Delaware limited liability company, on behalf of the company.

[Signature]
Notary Public

STATE OF _____)

COUNTY OF _____)



The foregoing instrument was acknowledged before me this ____ day of July, 2006, by _____, a _____ of Prudential Capital Group, L.P., on behalf of the limited partnership.

Notary Public

M1:1316576.03
CH2:1441654.4

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Morey's Seafood International LLC

701 Decatur Avenue North

Golden Valley, Minnesota 55427

Telecopier: _____

Attention: _____

e-mail: _____

MOREY'S SEAFOOD INTERNATIONAL
LLC

By: _____

Name: _____

Its: _____

Prudential Capital Group

Two Prudential Plaza, Suite 5600

Chicago, IL 60601

Attn: Managing Director

Phone: (312) 540-0931

Fax: (312) 540-4222

PRUDENTIAL CAPITAL GROUP, L.P.,
as Collateral Agent

By: Julia Buthman *WBA*

Name: Julia B. Buthman

Title: Vice President

STATE OF MINNESOTA)

COUNTY OF _____)

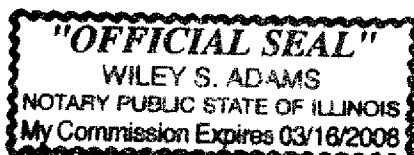
The foregoing instrument was acknowledged before me this ____ day of June, 2006, by _____, the _____ of Morey's Seafood International LLC, a Delaware limited liability company, on behalf of the company.

Notary Public

STATE OF ILLINOIS)

COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 21st day of July, 2006, by Julia B. Buthman, a vice president of Prudential Capital Group, L.P., on behalf of the limited partnership.



M1:1316576.03

Wiley S. Adams
Notary Public

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
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None

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
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None

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
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None

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
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None

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

TRADEMARK	CTY	APPLN. NO.	REG. NO.	STATUS
MOREY'S MOREY'S	US	76/390,156	2,770,941	REGISTERED
MOREY'S FINE FISH AND SEAFOOD 	US	76/390,155	2,770,940	REGISTERED
GOOD TASTE. IT RUNS IN OUR FAMILY. 	US	78/511,210		PUBLISHED INTENT TO USE

The Borrower has a Trademark License Agreement with Seafood Markets, Ltd. for the use of the registered name "Morey's Fish House".

APPLICATIONS

None

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

None